

The complaint

Mr H complains Admiral Insurance (Gibraltar) Limited (Admiral) hasn't appropriately investigated the damage to his vehicle following the claim he submitted under his motor insurance policy.

What happened

The circumstances of this complaint will be well known to both parties and so I've summarised events.

In January 2025 Mr H was unfortunately involved in an accident causing damage to his vehicle. He reported a claim to Admiral under his motor insurance policy. His vehicle was taken to Admiral's approved repairer, and an estimate was carried out.

Mr H said there were warning lights on his dashboard which he believed were caused by the accident. Admiral said it wanted to take the vehicle to a main dealer to review whether the warning lights were related to the accident, but Mr H was concerned any issues with the vehicle could be erased by the main dealer.

Admiral concluded the warning lights were unrelated to the accident, and given Mr H's vehicle was a previous total loss, it decided to settle Mr H's claim on a cash-in-lieu basis. After deducting Mr H's policy excess it offered him a settlement of around £1,200. Mr H didn't think this was reasonable and so raised a complaint. He also raised a number of other complaint issues including the way his claim had been handled and that he had incurred costs for the hire vehicle.

On 9 May 2025 Admiral issued Mr H with a final response to his complaint. In summary it said:

- It was sorry Mr H had been charged for the hire vehicle and it could see this had now been refunded to him.
- The additional costs listed in the estimate provided by Mr H and the engine warning lights were unrelated to the accident so it wouldn't include this within the cash-in-lieu settlement. However, if Mr H provided a diagnostic report from a main dealer which showed these were related it would review this further.
- If Mr H had incurred any costs in obtaining a diagnostic check prior to the independent engineer inspection then it would review these on receipt of an invoice/receipt.
- It was correct to deduct Mr H's excess from the settlement and it wouldn't be providing Mr H with a hire vehicle.
- It acknowledged there had been a lack of communication and delays during Mr H's claim and so paid him £175 compensation.

Mr H didn't think this was reasonable and so referred his complaint to this Service.

Our investigator looked into things. She said she thought Admiral should arrange for an engineer to assess the fault codes on Mr H's vehicle to confirm if they relate to the accident. She also said it should cover the cost of any diagnostic reports Mr H could evidence he had paid for, and pay him an additional £125 compensation, bringing the total compensation due to £400.

Admiral didn't agree with our investigator. It said it was satisfied it had provided expert evidence the reported issues were unrelated to the accident, and it would be for Mr H to prove they were.

I issued a provisional decision about this complaint and I said:

'I want to acknowledge I've summarised Mr H's complaint in less detail than he's presented it. I've not commented on every point he has raised. Instead, I've focussed on what I consider to be the key points I need to think about. I mean no discourtesy by this, but it simply reflects the informal nature of this Service. I assure Mr H and Admiral I've read and considered everything that's been provided.

I'm also aware some of the complaint issues Mr H raised, and which Admiral responded to in its final response of 9 May 2025 appear to have fallen away. So, I've focussed my decision on the complaint points Mr H has raised in his complaint to this Service.

Admiral has offered Mr H a cash-in-lieu settlement for the repairs to his vehicle. However, it hasn't agreed to include the cost of diagnostics or repairs related to the engine warning lights Mr H's vehicle is displaying. So, I've considered whether this is reasonable in the circumstances.

I can see when Mr H's vehicle was estimated by Admiral's approved repairer, it was displaying an 'active brake' warning. I can see the repairer said to Admiral it didn't see how this could be related to the accident as the damage was very minor. Admiral's engineer said the fault was related to the front camera and ADAS sensors which would be unrelated to the rear impact to Mr H's vehicle.

Admiral wanted Mr H's vehicle to be reviewed by the main dealership so it could find out the date of the fault. However, Admiral's claim notes say Mr H didn't agree to this as he was concerned the issues showing would be erased. So, Admiral arranged for an independent engineer to inspect Mr H's vehicle. Mr H provided the engineer with two estimates from the main dealership. One to carry out diagnostics and another to carry out repairs, including repairs to the throttle body and sensor.

The independent engineer has written in his report that the main dealership confirmed it hadn't actually seen Mr H's vehicle in its workshop and so he didn't consider the estimates to be a true reflection of the diagnostics carried out. The engineer has said it is questionable how the throttle body and sensor would be related to a minor collision. He said he would advise considering taking the vehicle to a main dealership for a correct diagnosis, and in his opinion the throttle body is not related to the claim.

Based on the evidence provided, I don't think it was unreasonable for Admiral to conclude the warning lights on Mr H's vehicle are unrelated to the accident. Admiral's approved repairer, its own engineer and the independent engineer, all who have the relevant expertise in the field, have all said they don't consider this to be related to

the accident. I think it was reasonable for Admiral to rely on this.

Mr H has had a mobile engineer carry out a diagnostic check on his vehicle and has provided evidence of the faults displaying on his vehicle. However, this only shows the presence of faults, not when or how they occurred. I don't think this is persuasive evidence the faults were caused as a result of the accident.

As I think it was reasonable for Admiral to conclude the engine warning lights on Mr H's vehicle aren't related to the accident, I don't require it to increase the settlement it has offered to include repairs related to these issues. Admiral has said if Mr H has diagnostics carried out by the main dealership, and this shows the faults are related to the accident, it would be happy to review this and reimburse Mr H for the diagnostics. I think this is reasonable in the circumstances.

Admiral has acknowledged it made errors during the handling of Mr H's claim. It has said there had been delays and a lack of communication and so paid Mr H £175 compensation. So, I've considered whether this is reasonable to acknowledge the impact to Mr H.

I think it's accepted any motor insurance claim will come with an element of distress and inconvenience, even if everything goes smoothly. However, I think Mr H has been caused some unnecessary distress and inconvenience due to the way his claim was handled. I think it took longer than necessary for Mr H's vehicle to be estimated and this estimate to be reviewed by Admiral's engineer. And I can see Mr H spent time chasing Admiral for updates about his vehicle.

Taking all of this into consideration, I think the £175 compensation Admiral has paid Mr H is reasonable to reflect the additional distress and inconvenience its delays and lack of communication caused him. So, I don't require Admiral to pay further compensation.

In addition to the compensation it has paid, Admiral has also agreed to reimburse Mr H the cost of the diagnostic report he had carried out. I think this is reasonable in the circumstances. If Mr H wishes to receive reimbursement for this, he should provide evidence of the costs he incurred to Admiral.'

Admiral didn't provide me with any further evidence or comments to think about. Mr H provided a detailed response but in summary he said:

- Admiral caused delays and should have sent his vehicle to the main dealer earlier rather than relying on him to do this.
- After the accident his vehicle started to show engine and electrical faults which weren't there prior to the accident.
- The diagnostics carried out by the mobile technician are the correct faults with his vehicle following the accident.
- The independent engineer arrived, looked around the vehicle and then agreed with Admiral. He doesn't consider this to be an independent review.

What I've decided – and why

I've considered all the available evidence and arguments to decide what's fair and

reasonable in the circumstances of this complaint.

Having done so I've reached the same outcome to the one I reached previously for much the same reasons.

I acknowledge Admiral caused unreasonable delays when dealing with Mr H's claim. However, I think it has fairly compensated Mr H for the distress and inconvenience this caused him. Regardless of these delays, Admiral offered to take Mr H's vehicle to a main dealer but he declined for it to do so. Instead, it arranged for an independent engineer to inspect his vehicle, and having done so, I think it was reasonable for it to conclude it's more likely than not the errors on Mr H's vehicle were unrelated to the accident.

I'm in no way disputing Mr H's vehicle is displaying engine warning lights, or suggesting the errors highlighted by the mobile technician aren't present on Mr H's vehicle. But as explained in my provisional decision, the report from the mobile technician only highlights the presence of faults, not how or when they have occurred. So, I don't think this is persuasive evidence these faults were caused by the accident.

I appreciate Mr H doesn't believe the independent engineer carried out an independent review of his vehicle. However, I've not seen persuasive evidence the engineer wasn't independent or their opinion should be discounted. Given the engineer inspected the vehicle and has the relevant expertise in the field, I think it was reasonable for Admiral to take their opinion into consideration when deciding whether the faults were related to the accident or not.

I know this will be disappointing for Mr H. However, for the reasons I've explained above I think Admiral were reasonable to conclude the faults on Mr H's vehicle were unrelated to the accident. It has said if the main dealership provides a report which shows the faults are related to the accident it will review this and reimburse Mr H for the report. I think this is reasonable in the circumstances.

My final decision

For the reasons I've outlined above I don't uphold Mr H's complaint about Admiral Insurance (Gibraltar) Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 12 December 2025.

Andrew Clarke
Ombudsman